

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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ZOI FOODS CORP.	:	
Plaintiff,	:	No. 19-CV-9103 (JPO)(HBP)
v.	:	STIPULATION TO PERMANENT INJUNCTION AND FINAL JUDGMENT ON CONSENT
	:	
WESTSIDE FAMOUS MARKETPLACE INC.	:	
and DOES 1-5,	:	
Defendants.	:	

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WHEREAS, Plaintiff ZOI Foods Corp. (“Plaintiff”) filed a complaint (the “Complaint”) in the above-captioned action (the “Action”) in which Plaintiff sought injunctive relief and damages from Defendant Westside Famous Marketplace, Inc. (“Defendant”), a New York corporation, having its principal place of business at 2753-2755 Broadway, New York, NY 10025, for acts of trademark infringement, false designation of origin, unfair competition and misappropriation under federal, state and common law;

WHEREAS, Defendant denies all assertions of wrongdoing, including all allegations stated in the Complaint;

WHEREAS, Plaintiff owns trademark rights in the name and mark WESTSIDE MARKET, based on use thereof since at least as early as 1977 on and in connection with a chain of grocery stores located in New York City, and food and beverage products sold therein, as well as the below registrations on the Principal Register of the United States Patent and Trademark Office (“PTO”)(all of such common law and registered rights, the “Plaintiff Westside Marks”):

Reg. No.	Mark	Reg. Date	Class
6,099,100		July 14, 2020	29, 30

3,634,093		June 9, 2009	35, 43
3,586,018	GetIt@"theMarket"	March 10, 2009	35

WHEREAS, Plaintiff and Defendant have been afforded the opportunity to consult with, and having consulted with, attorneys of their own choice in connection with the execution of this Permanent Injunction and Final Judgment on Consent, and having relied upon the advice of such attorney in executing this Permanent Injunction and Final Judgment on Consent, and having entered into a Settlement Agreement (the “Agreement”) dated August 12, 2020, providing, *inter alia*, for the entry of this Permanent Injunction and Final Judgment on Consent; and

WHEREAS, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over Defendant and venue in this action being proper in this judicial district;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that

1. Defendant, which such term for purposes of the obligations stated herein shall be deemed to include Defendant’s subsidiaries, affiliates, divisions, as well as their respective officers, directors, principals, servants, employees, and all others with notice hereof acting in direct and/or indirect concert or participation with them, be and hereby are PERMANENTLY ENJOINED and RESTRAINED from::

- a. Using, registering and/or applying to register the term “WESTSIDE”, shown either as one word or in the composite form “WEST SIDE”, alone or in combination with any other term, in any manner as a corporate name, business name, trademark, service mark, logo, domain name, social media handle, or other indicia of source, on or in connection with the operation or promotion of grocery stores, establishments that sell food and/or beverage products, or on or in connection with food or beverage products;
- b. Using, advertising, marketing, displaying, offering for sale and/or selling any foods, beverages or related food and beverage services on or in association with

the Plaintiff Westside Marks or marks confusingly similar thereto, either individually or in conjunction with other words, marks or designs.

- c. Representing by any means whatsoever, directly or indirectly, that there exists any connection, affiliation, association or sponsorship relationship between Defendant and/or Defendant's goods and/or services on the one hand, and Plaintiff and/or Plaintiff's goods and/or services on the other hand; and
- d. Performing any other action calculated to cause confusion, mistake or deception by or with Plaintiff in the minds of the consuming public and trade, as to the origin, association and sponsorship of Defendant, its trademarks, services or trade name.

2. This Court retains jurisdiction of this action for the purpose of enforcing the provisions of this Permanent Injunction and Final Judgment on Consent by way of contempt or otherwise.
3. Defendant agrees not to contest the validity of the Plaintiff Westside Marks in any such proceeding.
4. The parties waive appeal of this Permanent Injunction and Final Judgment on Consent.
5. Each party to this Permanent Injunction and Final Judgment on Consent shall bear its own costs and attorneys' fees of this Action.
6. This Permanent Injunction and Final Judgment on Consent shall operate as the final judgment in this Action.

**The Clerk of Court is directed to close this case.**

**SO ORDERED.**

New York, New York  
August 20, 2020

  
J. PAUL OETKEN  
United States District Judge